

AGREEMENT FOR MAPLE KNOLL APARTMENTS OFFSITE EXTENSION OF
WATER MAINS AND RELATED FACILITIES

This agreement for off-site extension of water mains and facilities executed this 10th day of September , 2007, by and between the Town of Westfield acting by and through its Common Council, (hereinafter referred to as the "Town") and Platinum Properties, LLC (hereinafter referred to as the "Owner/Developer"):

WITNESSETH:

WHEREAS, the Town has developed a Comprehensive Master Plan for the development and distribution of the water mains and facilities (hereinafter referred to as the "Master Plan"); and,

WHEREAS, the Owner/Developer desires to cause development to occur within the jurisdiction of the Town and to provide water service to such development, (hereinafter referred to as the "Project"); and,

WHEREAS, a portion of the water mains and facilities to be constructed to serve said development in conformance with the Master Plan were "off-site" as said term is understood within the context of the Master Plan and is further defined within the terms of this Agreement.

WHEREAS, it is fair and equitable to enter into an agreement to reimburse the Owner/Developer for the part of the costs of the Project, which are not necessary for water service to the Owner/Developer's development.

NOW, THEREFORE, the parties do hereby agree in consideration of the promises and covenants contained herein as follows:

1. Construction of off-site extension of water mains and facilities

a. Plans and Specifications

The Owner/Developer, at its expense, has caused plans and specifications to be prepared consistent with the Master Plan for the extension of water mains and facilities to the site of its development which is described in Exhibit A attached hereto and made a part hereof.

The Plans have been submitted to the Town for approval and said plans are a part of this Agreement and shall be marked Exhibit B.

b. Construction

The Owner/Developer will construct the water mains and facilities in substantial conformance to the plans and specifications.

c. Performance Bond, Maintenance Bond and Testing.

Upon completion of the Project, the Owner/Developer, a contractor, or other person acting on his behalf, shall post a maintenance bond or surety acceptable to the Town, in an amount sufficient to indemnify the Town for the maintenance of the Project for a three (3) year period beginning the date of the Project is accepted by the Westfield Town Council. Prior to acceptance of the Project, the Project shall pass one or more normally acceptable inspection tests, including but not limited to, a pressure test or leak test. The Town shall not be obligated to accept the dedication of the Project unless the Project meets normally acceptable standards for the above tests.

d. Dedication and Acceptance Thereof.

Upon completion of the Project and satisfactory performance of all testing required by the Town, the Owner/Developer shall convey all right, title, and interest in the Project to the Town. The Town shall accept such dedication upon satisfactory testing and posting of a maintenance bond or other acceptable surety as set out herein.

2. Reimbursement and/or Credits

The Town agrees that the Owner/Developer shall be entitled to reimbursement/credit for construction of the Project in the total amount of Seventy-Six Thousand, Nine Hundred Sixty Dollars and Eighty-one Cents (\$76,960.81) as detailed in Exhibit C attached hereto and made a part hereof. The reimbursement/credit specifically set out herein shall represent the total compensation to the Owner/Developer arising out of the Project. A cost estimate of the Project and related costs are detailed in Exhibit D and Exhibit E, attached hereto and made a part hereof.

3. Amendments and Modifications

This Agreement incorporates the entire agreement of the parties, and no extrinsic matters shall be deemed to have amended this Agreement in any manner, unless specifically set forth in writing and executed by the parties hereto as an addendum or amendment to this Agreement.

4. Default

Any failure on the part of either party to carry out the terms or conditions set forth herein shall be considered an event of default and shall relieve the other party from any further obligation under the terms of this Agreement.

5. No Waiver of Obligation to Pay Charges

The parties agree that there is nothing about this Agreement which may be in any manner construed to relieve the Owner/Developer from any obligation currently imposed upon such Owner/Developer by reason of the ordinances of the Town of Westfield and in particular the ordinances requiring the payment of availability and connection charges to the Town. In addition, the parties agree that no proprietary interest arises out of this Agreement which would result in the Owner/Developer being entitled to avoid any increase in availability connection ordinances.

6. Execution of Supplemental Documents

The parties agree that they shall execute any and all documents necessary to give effect to this Agreement, including, but not limited to, the assignment or granting of easements, or the execution of such other documents as may be necessary.

By: Platinum Properties, LLC

Paul Rioux Jr.

SIGN OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Personally appeared before me, a notary public in and for said County and State, Paul Rioux Jr., Platinum Properties, LLC, who, being first duly sworn, acknowledges that the representations contained herein are true to the best of his knowledge.

WITNESS MY HAND AND SEAL, this _____ day of _____, 20__.

Notary Public

Printed Name

MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this __10th__ day of _September_, 2007_.

WESTFIELD TOWN COUNCIL

Voting For

Voting Against

Abstain

Andy Cook

Andy Cook

Andy Cook

John Dippel

John Dippel

John Dippel

Jack Hart

Jack Hart

Jack Hart

Robert Horkay

Robert Horkay

Robert Horkay

Joseph Plankis

Joseph Plankis

Joseph Plankis

Robert J. Smith

Robert J. Smith

Robert J. Smith

Ron Thomas

Ron Thomas

Ron Thomas

ATTEST:

Cindy Gossard, Clerk-Treasurer
Town of Westfield

EXHIBIT A

Maple Knoll Apartments Water Extension Offsite



CONSULTING ENGINEERS LAND SURVEYORS

7965 East 106th Street • Fishers, IN 46038-2505
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942
DIR: 34676 X-FILE: 34676OFF SUB-FILE: OFFSITE-EXHIBIT

JOB ID _____

CONTROL # 34676OFF

MAPLE KNOLL OFF-SITE IMPROVEMENTS

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section being marked by a spindle; thence South 89 degrees 53 minutes 52 seconds West along the South line of said Quarter Section, 416.88 feet; thence North 12 degrees 03 minutes 59 seconds East 896.85 feet; thence North 89 degrees 20 minutes 59 seconds West 26.26 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 39 minutes 01 seconds West 825.00 feet from said point; thence westerly along said curve 165.74 feet to the point of tangency of said curve, said point being North 10 degrees 51 minutes 38 seconds West 825.00 feet from the radius point of said curve; thence South 79 degrees 08 minutes 22 seconds West 33.60 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 10 degrees 51 minutes 28 seconds East 275.00 feet from said point; thence westerly along said curve 39.41 feet to the point of tangency of said curve, said point being North 19 degrees 04 minutes 08 seconds West 275.00 feet from the radius point of said curve; thence South 70 degrees 55 minutes 52 seconds West 546.14 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 19 degrees 04 minutes 08 seconds West 825.00 feet from said point; thence westerly along said curve 44.79 feet to the point of tangency of said curve, said point being South 15 degrees 57 minutes 30 seconds East 825.00 feet from the radius point of said curve; thence North 15 degrees 57 minutes 30 seconds West 50.00 feet to a point on a curve concave northerly, the radius point of said curve being North 15 degrees 57 minutes 30 seconds West 775.00 feet from said point; thence easterly along said curve 42.08 feet to the point of tangency of said curve, said point being South 19 degrees 04 minutes 08 seconds East 775.00 feet from the radius point of said curve; thence North 70 degrees 55 minutes 52 seconds East 546.14 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 19 degrees 04 minutes 08 seconds East 325.00 feet from said point; thence easterly along said curve 46.56 feet to the point of tangency of said curve, said point being North 10 degrees 51 minutes 38 seconds West 325.00 feet from the radius point of said curve; thence North 79 degrees 08 minutes 22 seconds East 168.93 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 10 degrees 51 minutes 38 seconds East 825.00 feet from said point; thence easterly along said curve 165.74 feet to the point of tangency of said curve, said point being North 00 degrees 39 minutes 01 seconds East 825.00 feet from the radius point of said curve; thence South 89 degrees 20 minutes 59 seconds East 52.87 feet; thence North 45 degrees 39 minutes 01 seconds East 49.50 feet; thence South 89 degrees 20 minutes 59 seconds East 60.00 feet to a point on the East line of said Quarter Section; thence South 00 degrees 39 minutes 01 seconds West along said East line, 983.63 feet to the place of beginning, containing 8.097 acres, more or less.

This description should not be considered a minimum Land Title Survey and should not be used as a closing document.

3/22/07

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EXHIBIT B

Because of reproduction difficulties and its bulk nature, the plans are on file in the Clerk-Treasurer's Office and the Westfield Public Works Department and are duly marked Exhibit B. Below is an overview water plan of the project.

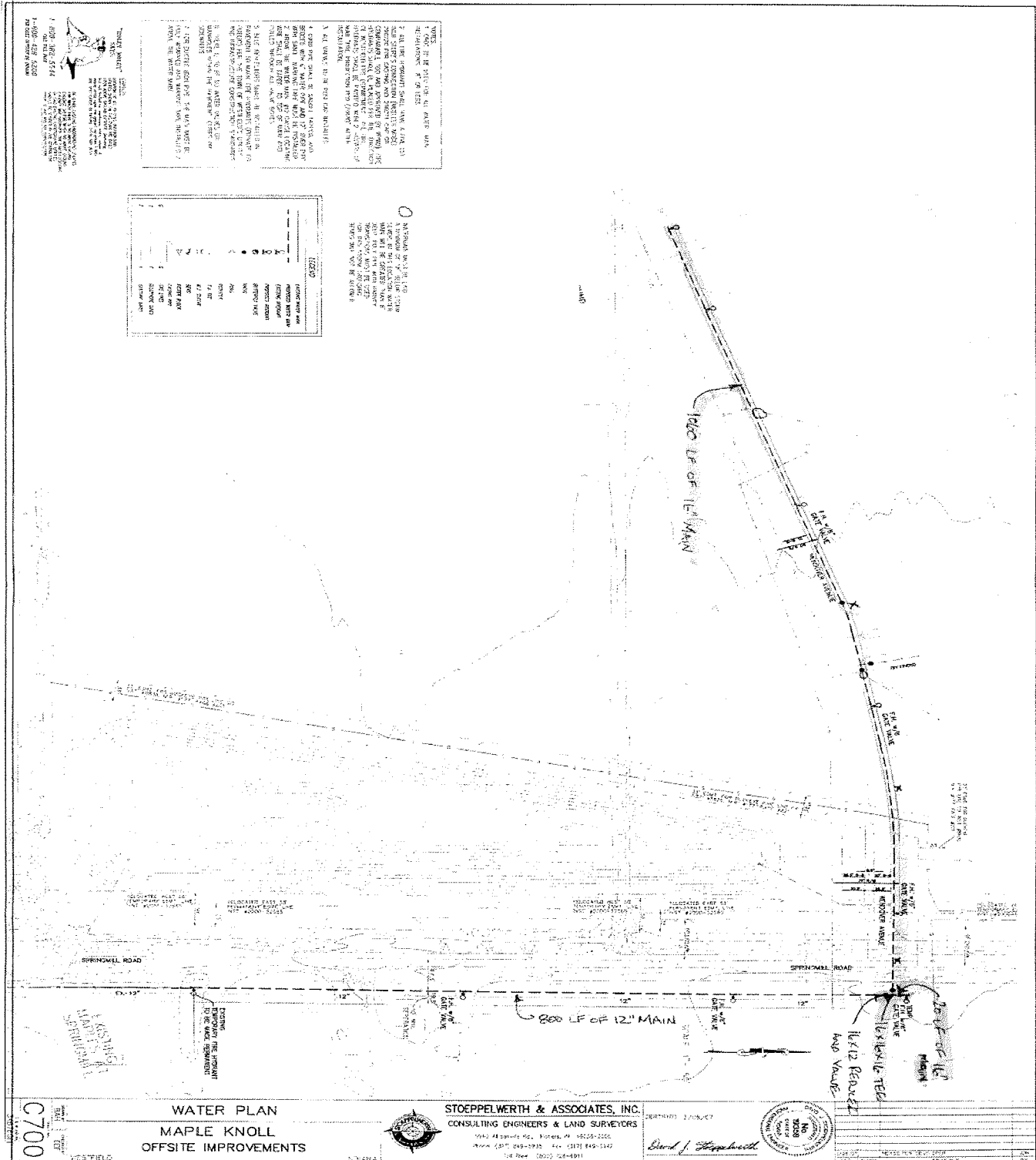


EXHIBIT C

Maple Knoll Apartments Water Extension Offsite

Platinum Properties, LLC

Credit Due Developer (No Credits Due)	\$ 0.00
Reimbursement Due Developer	\$76,960.81
Total Compensation Due for Agreement	\$76,960.81

EXHIBIT D

Cost Estimates – (See Attachments)

EXHIBIT E

**Engineering Costs are not applicable to this project: Maple Knoll Apartments
Water Extension Offsite.**